

EXHIBIT 4

1 G. HOPKINS GUY, III (State Bar No. 124811)
2 I. NEEL CHATTERJEE (State Bar No. 173985)
3 MONTE COOPER (State Bar No. 196746)
4 ROBERT D. NAGEL (State Bar No. 211113)
5 THERESA A. SUTTON (State Bar No. 211857)
6 ORRICK, HERRINGTON & SUTCLIFFE LLP
7 1000 Marsh Road
8 Menlo Park, CA 94025
9 Telephone: 650-614-7400
10 Facsimile: 650-614-7401

11 Attorneys for Plaintiff
12 THEFACEBOOK, INC.

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA

THEFACEBOOK, INC.,

Plaintiff,

v.

CONNECTU LLC, CAMERON
WINKLEVOSS, TYLER WINKLEVOSS,
HOWARD WINKLEVOSS, DIVYA
NARENDRA, AND DOES 1-25,

Defendants.

CASE NO. 1:05-CV-047381

**DECLARATION OF ROBERT D.
NAGEL IN SUPPORT OF
FACEBOOK, INC.'S OPPOSITION TO
DEFENDANTS' MOTION TO QUASH
SERVICE OF COMPLAINT AND
SUMMONS FOR LACK OF
PERSONAL JURISDICTION**

Date: June 1, 2006
Time: 9:00 A.M.
Dept: 2
Judge: William J. Elfving

COPY

(ENDORSED)
FILED
MAY 11 2006

KIRI TORRE
Chief Executive Officer/Clerk
Superior Court of CA County of Santa Clara
BY _____ DEPUTY

1 I, Robert D. Nagel, declare:

2 1. I am a member of the State Bar of California and an associate with Orrick,
3 Herrington & Sutcliffe LLP, attorneys of record for Plaintiff Facebook, Inc. in this action. I make
4 this declaration based upon my personal knowledge and, if called as a witness in this action,
5 could and would testify competently as to the matters set forth herein.

6 2. Attached hereto as **Exhibit A** is a true and correct copy of relevant excerpts
7 from the Deposition Transcript of ConnectU LLC, dated August 9, 2005. **[CONDITIONALLY**
8 **LODGED WITH THE COURT]**

9 3. Attached hereto as **Exhibit B** is a true and correct copy of an email string
10 between Defendants Cameron and Howard Winklevoss, dated May 3, 2002, and Bates numbered
11 C003865 through C003869. **[CONDITIONALLY LODGED WITH THE COURT]**

12 4. Attached hereto as **Exhibit C** is a true and correct copy of relevant excerpts
13 from the Highly Confidential Deposition Transcript of Divya Narendra, dated January 16, 2006.
14 **[CONDITIONALLY LODGED WITH THE COURT]**

15 5. Attached hereto as **Exhibit D** is a true and correct copy of an email,
16 marked Confidential, from Cameron Winklevoss to Marc M. Pierrat, dated May 4, 2004 and
17 Bates numbers C003990 through C003991. **[CONDITIONALLY LODGED WITH THE**
18 **COURT]**

19 6. Attached hereto as **Exhibit E** is a true and correct copy of Amended
20 Response of Defendant Cameron Winklevoss to Form Interrogatories, dated March 31, 2006.

21 7. Attached hereto as **Exhibit F** is a true and correct copy of Amended
22 Response of Defendant Tyler Winklevoss to Form Interrogatories, dated March 31, 2006.

23 8. Attached hereto as **Exhibit G** is a true and correct copy of Amended
24 Response of Defendant Divya Narendra to Form Interrogatories, dated March 31, 2006.

25 9. Attached hereto as **Exhibit H** is a true and correct copy of relevant
26 excerpts from the Highly Confidential Deposition Transcript of Tyler Winklevoss, dated
27 January 16, 2006. **[CONDITIONALLY LODGED WITH THE COURT]**

28 10. Attached hereto as **Exhibit I** is a true and correct copy of an email, marked

1 Confidential, from Wayne Chang to Cameron Winklevoss (and others), dated February 17, 2005
2 and Bates numbered C008673. **[CONDITIONALLY LODGED WITH THE COURT]**

3 11. Attached hereto as **Exhibit J** is a true and correct copy of relevant excerpts
4 from the Highly Confidential Deposition Transcript of Cameron Winklevoss, dated August 9,
5 2005. **[CONDITIONALLY LODGED WITH THE COURT]**

6 12. Attached hereto as **Exhibit K** is a true and correct copy of pages printed
7 from www.winklevoss.com.

8 13. Attached hereto as **Exhibit L** is a true and correct copy of a printout from
9 the website of the California Secretary of State showing Winklevoss, LLC's registration, and its
10 agent for service of process, in California.

11 14. Attached hereto as **Exhibit M** is a true and correct copy of an email,
12 marked Confidential, from Marc M. Pierrat to Cameron Winklevoss and Divya Narendra, dated
13 June 21, 2004 and Bates numbered C007697. **[CONDITIONALLY LODGED WITH THE**
14 **COURT]**

15 15. Attached hereto as **Exhibit N** is a true and correct copy of an email,
16 marked Confidential, from Marc M. Pierrat to Cameron Winklevoss, dated August 16, 2004 and
17 Bates numbered C007602. **[CONDITIONALLY LODGED WITH THE COURT]**

18 16. Attached hereto as **Exhibit O** is a true and correct copy of a string of
19 emails, marked Confidential, between Cameron Winklevoss and Howard Winklevoss, dated May
20 3, 2004 and Bates numbered C003865 through C003869. **[CONDITIONALLY LODGED**
21 **WITH THE COURT]**

22 17. Attached hereto as **Exhibit P** is a true and correct copy of a string of
23 emails, marked Confidential, from Winston Williams to Cameron and Tyler Winklevoss (and
24 others), dated February 19, 2005, and Bates numbered C008963. **[CONDITIONALLY**
25 **LODGED WITH THE COURT]**

26 18. Attached hereto as **Exhibit Q** is a true and correct copy of relevant
27 excerpts from the Highly Confidential Deposition Transcript of Mark Zuckerberg, dated April 25,
28 2006. **[CONDITIONALLY LODGED WITH THE COURT]**

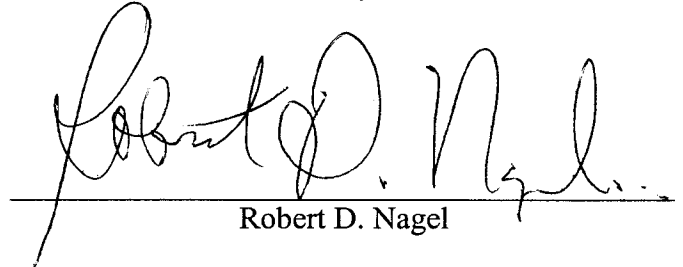
1 19. Attached hereto as **Exhibit R** is a true and correct copy of relevant excerpts
2 from the Highly Confidential Deposition Transcript of ConnectU LLC, dated January 16, 2006.

3 **[CONDITIONALLY LODGED WITH THE COURT]**

4 20. Attached hereto as **Exhibit S** is a true and correct copy of TheFacebook's
5 Terms of use and privacy Policy.

6 I declare under penalty of perjury under the laws of the State of California that the
7 foregoing is true and correct. Executed in Menlo Park, California on May 11, 2006.

8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28



Robert D. Nagel

EXHIBIT E

1 Scott R. Mosko (State Bar No. 106070)
2 FINNEGAN, HENDERSON, FARABOW,
3 GARRETT & DUNNER, L.L.P.
4 Stanford Research Park
5 3300 Hillview Avenue
6 Palo Alto, California 94304
7 Telephone: (650) 849-6600
8 Facsimile: (650) 849-6666
9

6 Attorneys for Defendants
Connectu LLC, Cameron Winklevoss,
7 Tyler Winklevoss, Howard Winklevoss,
8 and Divya Narendra
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
17 TYLER WINKLEVOSS, HOWARD
18 WINKLEVOSS, DIVYA NARENDRA, AND
DOES 1-25,

19 Defendants.
20
21
22
23
24
25
26
27
28

CASE NO. 105 CV 047381

**AMENDED RESPONSE OF
DEFENDANT CAMERON
WINKLEVOSS TO FORM
INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.
2 **RESPONDING PARTY:** Defendant CAMERON WINKLEVOSS
3 **SET NO.:** ONE (1)
4

5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure
7 Section 2030, to the form interrogatories as follows:

8 **PREFATORY STATEMENT**

9 It should be noted that this responding party has not fully completed its investigation of the
10 facts relating to this case, has not completed discovery, and has not completed its preparation for
11 trial.

12 All of the responses contained herein are based only upon such information and documents
13 as are presently available to and specifically known to this responding party and disclose only those
14 contentions which presently occur to such responding party.

15 It is anticipated that further discovery, independent investigation, legal research, and analysis
16 will supply additional facts and add meaning to known facts, as well as establish entirely new factual
17 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and
18 variations from the contentions herein set forth.

19 The following responses are given without prejudice to responding party's right to produce
20 evidence of any subsequently discovery fact or facts which this responding party may later recall.
21 Responding party accordingly reserves the right to change any and all answers herein as additional
22 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The
23 responses contained herein are made in a good faith effort to supply as much factual information and
24 as much specification of legal contentions as are presently known, but should in no way be to the
25 prejudice of this responding party in relation to further discovery, research, or analysis.

26 Responding Party incorporates his initial responses to these Form Interrogatories. In
27 addition, Responding Party adds the following:
28

1

2

3

4

5

6

7

9

10

14

19

23

24

1 Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their
2 friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of
3 the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons
4 knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya
5 Narendra and Winston Williams. Documents concerning these invitations were identified in
6 ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7 Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by
8 the word "data" in addition to some email addresses and profiles, ConnectU did download from
9 Plaintiff's website publicly available course information which Responding Party is informed and
10 believed was initially located on University Registrar websites. Persons knowledgeable regarding
11 the response to this Interrogatory may include Tyler Winklevoss and Divya Narendra.

12 Regarding Request No. 11, ConnectU did not track and does not know whether an invitation
13 it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons
14 knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya
15 Narendra, and Winston Williams. ConnectU is not aware of any documents regarding this response.

16 Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of
17 developing and furthering the ConnectU website. Pacific Northwest Software worked with some
18 email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding
19 the response to this Interrogatory may include Tyler Winklevoss and Winston Williams. Documents
20 concerning ConnectU's access were identified in ConnectU's second amended response to
21 Plaintiff's first set of Requests for Production.

22 Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest
23 Software for the purpose of developing and furthering the ConnectU website. Winston Williams of
24 Pacific Northwest Software worked with some email addresses that ConnectU obtained from
25 Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include
26 Tyler Winklevoss, and Winston Williams. Documents concerning ConnectU's access were
27 identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

28 Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included
"Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include
Tyler Winklevoss and Divya Narendra. ConnectU is not aware of any documents regarding this
response.

Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of
any documents regarding this response.

Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
terms of use. Persons knowledgeable regarding the response to this Interrogatory may include Tyler
Winklevoss, and Divya Narendra. ConnectU is not aware of any documents regarding this response.

Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of
any documents regarding this response.

Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response

1 to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not aware of
2 any documents regarding this response.

3 Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included
4 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
5 to this Interrogatory may include Tyler Winklevoss, and Divya Narendra. ConnectU is not aware of
6 any documents regarding this response.

7 Regarding Request No. 22, ConnectU does not currently use a data import program called
8 "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include
9 Tyler Winklevoss, Divya Narendra and Winston Williams. ConnectU is not aware of any
10 documents regarding this response.

11 Regarding Request No. 23, Responding Party is not aware of any member of a social
12 networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU
13 access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Some of the
14 email addresses ConnectU downloaded from Plaintiff's website were used in this process. Under
15 these circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable
16 regarding the response to this Interrogatory may include Tyler Winklevoss, Divya Narendra, and
17 Winston Williams. ConnectU is not aware of any documents regarding this response.

18 Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's
19 website. On certain occasions, ConnectU downloaded email addresses that were available on this
20 site. Regarding some of these email addresses, see the response immediately above. Persons
21 knowledgeable regarding the response to this Interrogatory may include Tyler Winklevoss, Divya
22 Narendra and Winston Williams.

23 Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included
24 "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
25 terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the
26 response to this Interrogatory may include Tyler Winklevoss and Divya Narendra. ConnectU is not
27 aware of any documents regarding this response.

28 **Response to 50.3**

Plaintiff cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any
agreement or the terms of such agreement. Responding Party is informed and believes that a
contract cannot be enforced against an individual or entity who did not agree to the terms of the
contract and/or did not receive adequate consideration. Responding Party was not subject to the
provisions alleged in Plaintiff's complaint.

Response to 50.4

Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.
Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or
they concern Responding Party or Plaintiff.

Response to 50.5

Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any

1 agreement or the terms of such agreement. Responding Party is informed and believes that a
2 contract cannot be enforced against an individual or entity who did not agree to the terms of the
3 contract and/or did not receive adequate consideration. Responding Party therefore contends that the
4 provisions cited in Plaintiff's complaint are not enforceable.

5 **Response to 50.6**

6 Plaintiff has not cited in its complaint the entire document it purportedly contends to be an
7 agreement. ConnectU does not have any document that would support Plaintiff's apparent
8 contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,
9 Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

CAMERON WINKLEVOSS, under penalty of perjury under the laws of the State of California, states as follows:

1. That he is one of the defendants in the above-entitled action;
2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT CAMERON WINKLEVOSS TO FORM INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge, save and except as to the matters which are therein stated on his information or belief, and as to those matters, he believes it to be true.

Executed on the 31 day of March, 2006.



Cameron Winklevoss

1 Scott R. Mosko (State Bar No. 106070)
2 FINNEGAN, HENDERSON, FARABOW,
3 GARRETT & DUNNER, L.L.P.
4 Stanford Research Park
5 3300 Hillview Avenue
6 Palo Alto, California 94304
7 Telephone: (650) 849-6600
8 Facsimile: (650) 849-6666

6 Attorneys for Defendants
7 Cameron Winklevoss, Tyler
8 Winklevoss, Howard Winklevoss,
9 and Divya Narendra

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
17 TYLER WINKLEVOSS, HOWARD
18 WINKLEVOSS, DIVYA NARENDRA, AND
19 DOES 1-25,

20 Defendants.

CASE NO. 105 CV 047381

**DEFENDANT CAMERON
WINKLEVOSS'S DECLARATION**

1 I, CAMERON WINKLEVOSS, declare

2 I have made a diligent search and reasonable inquiry for the purpose of locating documents
3 responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All
4 responsive documents in my possession were produced. I am informed and believe the persons or
5 entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s
6 First Set of Requests for Production of Documents are Tyler Winklevoss, Divya Narendra, Pacific
7 Northwest Software, whose address I am informed and believe is 1514 223rd Place N.E.
8 Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in
9 possession, custody or control of these documents.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing
11 is true and correct and that this declaration was executed on the 27 day of March, 2006.

12
13 
14 _____
15 Cameron Winklevoss
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT F

1 Scott R. Mosko (State Bar No. 106070)
FINNEGAN, HENDERSON, FARABOW,
2 GARRETT & DUNNER, L.L.P.
Stanford Research Park
3 3300 Hillview Avenue
Palo Alto, California 94304
4 Telephone: (650) 849-6600
Facsimile: (650) 849-6666
5

6 Attorneys for Defendants
Connectu LLC, Cameron Winklevoss,
7 Tyler Winklevoss, Howard Winklevoss,
and Divya Narendra
8
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
TYLER WINKLEVOSS, HOWARD
17 WINKLEVOSS, DIVYA NARENDRA, AND
DOES 1-25,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

CASE NO. 105 CV 047381

**AMENDED RESPONSE OF
DEFENDANT TYLER WINKLEVOSS
TO FORM INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant TYLER WINKLEVOSS

3 **SET NO.:** ONE (1)

4 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

5 The above-named party hereby responds, pursuant to California Code of Civil Procedure
6 Section 2030, to the form interrogatories as follows:

7 **PREFATORY STATEMENT**

8 It should be noted that this responding party has not fully completed its investigation of the
9 facts relating to this case, has not completed discovery, and has not completed its preparation for
10 trial.

11 All of the responses contained herein are based only upon such information and documents
12 as are presently available to and specifically known to this responding party and disclose only those
13 contentions which presently occur to such responding party.

14 It is anticipated that further discovery, independent investigation, legal research, and analysis
15 will supply additional facts and add meaning to known facts, as well as establish entirely new factual
16 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and
17 variations from the contentions herein set forth.

18 The following responses are given without prejudice to responding party's right to produce
19 evidence of any subsequently discovery fact or facts which this responding party may later recall.
20 Responding party accordingly reserves the right to change any and all answers herein as additional
21 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The
22 responses contained herein are made in a good faith effort to supply as much factual information and
23 as much specification of legal contentions as are presently known, but should in no way be to the
24 prejudice of this responding party in relation to further discovery, research, or analysis.

25 Responding Party incorporates his initial responses to these Form Interrogatories. In
26 addition, Responding Party adds the following:

RESPONSE TO FORM INTERROGATORIES

Response to 2.11

Yes.

(a) ConnectU LLC

(b) See response to Special Interrogatory No. 14.

Response to 8.2

The nature of Responding Party's activities for ConnectU LLC is described in the response to Special Interrogatory No. 14. See also depositions transcripts from January 16, 2006 depositions. Responding Party has never been employed by ConnectU LLC.

Response to 17.1

Regarding Request No. 2, Responding Party did not specifically access Plaintiff's website to acquire email addresses. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. On certain occasions, Responding Party on behalf of ConnectU downloaded email addresses that were available on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 3, Responding Party did not specifically access Plaintiff's website to identify the colleges and universities included in the online directory. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Responding Party does recall seeing some colleges and universities on this site. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 6, Responding Party did not access Plaintiff's website to circumvent known security features on the website. Responding Party on behalf of ConnectU accessed Plaintiff's website to see what was available on this site and to investigate whether its intellectual property had been misappropriated. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 7, Responding Party recalls using more than one user name and password to access Plaintiff's website.

Regarding Request No. 8, while some of the email addresses obtained from Plaintiff's website were used to invite some of the members of Plaintiff's website to join ConnectU, the majority were not so used. See also ConnectU's Response to this Interrogatory. Persons knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra and Winston Williams. Documents concerning these invitations were identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

1 Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their
2 friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of
3 the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons
4 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,
5 Divya Narendra and Winston Williams. Documents concerning these invitations were identified in
6 ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7 Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by
8 the word "data" in addition to some email addresses and profiles, ConnectU did download from
9 Plaintiff's website publicly available course which Responding Party is informed and believed was
10 initially located on University Registrar websites. Persons knowledgeable regarding the response to
11 this Interrogatory may include Cameron Winklevoss and Divya Narendra.

12 Regarding Request No. 11, ConnectU did not track and does not know whether an invitation
13 it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons
14 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,
15 Divya Narendra, and Winston Williams. ConnectU is not aware of any documents regarding this
16 response.

17 Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of
18 developing and furthering the ConnectU website. Pacific Northwest Software worked with some
19 email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding
20 the response to this Interrogatory may include Cameron Winklevoss and Winston Williams.
21 Documents concerning ConnectU's access were identified in ConnectU's second amended response
22 to Plaintiff's first set of Requests for Production.

23 Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest
24 Software for the purpose of developing and furthering the ConnectU website. Winston Williams of
25 Pacific Northwest Software worked with some email addresses that ConnectU obtained from
26 Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include
27 Cameron Winklevoss, and Winston Williams. Documents concerning ConnectU's access were
28 identified in ConnectU's second amended response to Plaintiff's first set of Requests for Production.

Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included
"Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include
Tyler Winklevoss and Divya Narendra. ConnectU is not aware of any documents regarding this
response.

Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware
of any documents regarding this response.

Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
terms of use. Persons knowledgeable regarding the response to this Interrogatory may include
Cameron Winklevoss, and Divya Narendra. ConnectU is not aware of any documents regarding this
response.

Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware
of any documents regarding this response.

1 Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included
2 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
3 to this Interrogatory may include Cameron Winklevoss and Divya Narendra. ConnectU is not aware
4 of any documents regarding this response.

5 Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included
6 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
7 to this Interrogatory may include Cameron Winklevoss, and Divya Narendra. ConnectU is not
8 aware of any documents regarding this response.

9 Regarding Request No. 22, ConnectU does not currently use a data import program called
10 "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include
11 Cameron Winklevoss, Divya Narendra and Winston Williams. ConnectU is not aware of any
12 documents regarding this response.

13 Regarding Request No. 23, Responding Party is not aware of any member of a social
14 networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU
15 access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Some of the
16 email addresses ConnectU downloaded from Plaintiff's website were used in this process. Under
17 these circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable
18 regarding the response to this Interrogatory may include Cameron Winklevoss, Divya Narendra, and
19 Winston Williams. ConnectU is not aware of any documents regarding this response.

20 Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's
21 website. On certain occasions, ConnectU downloaded email addresses that were available on this
22 site. Regarding some of these email addresses, see the response immediately above. Persons
23 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss,
24 Divya Narendra and Winston Williams.

25 Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included
26 "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
27 terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the
28 response to this Interrogatory may include Cameron Winklevoss, and Divya Narendra. ConnectU is
not aware of any documents regarding this response.

Response to 50.3

Plaintiff cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any
agreement or the terms of such agreement. Responding Party is informed and believes that a
contract cannot be enforced against an individual or entity who did not agree to the terms of the
contract and/or did not receive adequate consideration. Responding Party was not subject to the
provisions alleged in Plaintiff's complaint.

Response to 50.4

Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.
Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or
they concern Responding Party or Plaintiff.

1 **Response to 50.5**

2 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
3 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
4 extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any
5 agreement or the terms of such agreement. Responding Party is informed and believes that a
6 contract cannot be enforced against an individual or entity who did not agree to the terms of the
7 contract and/or did not receive adequate consideration. Responding Party therefore contends that the
8 provisions cited in Plaintiff's complaint are not enforceable.

9 **Response to 50.6**

10 Plaintiff has not cited in its complaint the entire document it purportedly contends to be an
11 agreement. ConnectU does not have any document that would support Plaintiff's apparent
12 contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,
13 Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

TYLER WINKLEVOSS, under penalty of perjury under the laws of the State of California,
states as follows:

1. That he is one of the defendants in the above-entitled action;
2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT TYLER WINKLEVOSS TO FORM INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge, save and except as to the matters which are therein stated on his information or belief, and as to those matters, he believes it to be true.

Executed on the 31 day of March, 2006.


Tyler Winklevoss

1 Scott R. Mosko (State Bar No. 106070)
FINNEGAN, HENDERSON, FARABOW,
2 GARRETT & DUNNER, L.L.P.
Stanford Research Park
3 3300 Hillview Avenue
Palo Alto, California 94304
4 Telephone: (650) 849-6600
Facsimile: (650) 849-6666
5

6 Attorneys for Defendants
Cameron Winklevoss, Tyler
7 Winklevoss, Howard Winklevoss,
and Divya Narendra
8

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
TYLER WINKLEVOSS, HOWARD
17 WINKLEVOSS, DIVYA NARENDRA, AND
DOES 1-25,

18 Defendants.
19

CASE NO. 105 CV 047381

**DEFENDANT TYLER
WINKLEVOSS'S DECLARATION**

1 I, TYLER WINKLEVOSS, declare

2 I have made a diligent search and reasonable inquiry for the purpose of locating documents
3 responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All
4 responsive documents in my possession were produced. I am informed and believe the persons or
5 entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s
6 First Set of Requests for Production of Documents are Cameron Winklevoss, Divya Narendra,
7 Pacific Northwest Software, whose address I am informed and believe is 1514 223rd Place
8 N.E.Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in
9 possession, custody or control of these documents.

10 I declare under penalty of perjury under the laws of the state of California that the foregoing
11 is true and correct and that this declaration was executed on the 27 day of March, 2006.

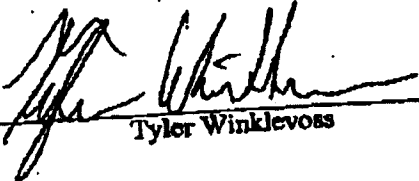
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Tyler Winklevoss

EXHIBIT G

1 Scott R. Mosko (State Bar No. 106070)
2 FINNEGAN, HENDERSON, FARABOW,
3 GARRETT & DUNNER, L.L.P.
4 Stanford Research Park
5 3300 Hillview Avenue
6 Palo Alto, California 94304
7 Telephone: (650) 849-6600
8 Facsimile: (650) 849-6666
9

6 Attorneys for Defendants
Connectu LLC, Cameron Winklevoss,
7 Tyler Winklevoss, Howard Winklevoss,
8 and Divya Narendra
9

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA
12

13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
17 TYLER WINKLEVOSS, HOWARD
18 WINKLEVOSS, DIVYA NARENDRA, AND
19 DOES 1-25,

20 Defendants.
21
22
23
24
25
26
27
28

CASE NO. 105 CV 047381

**AMENDED RESPONSE OF
DEFENDANT DIVYA NARENDRA TO
FORM INTERROGATORIES**

1 **PROPOUNDING PARTY:** Plaintiff THEFACEBOOK, INC.

2 **RESPONDING PARTY:** Defendant DIVYA NARENDRA

3 **SET NO.:** ONE (1)

4
5 TO PLAINTIFF AND ITS ATTORNEYS OF RECORD:

6 The above-named party hereby responds, pursuant to California Code of Civil Procedure
7 Section 2030, to the form interrogatories as follows:

8 **PREFATORY STATEMENT**

9 It should be noted that this responding party has not fully completed its investigation of the
10 facts relating to this case, has not completed discovery, and has not completed its preparation for
11 trial.

12 All of the responses contained herein are based only upon such information and documents
13 as are presently available to and specifically known to this responding party and disclose only those
14 contentions which presently occur to such responding party.

15 It is anticipated that further discovery, independent investigation, legal research, and analysis
16 will supply additional facts and add meaning to known facts, as well as establish entirely new factual
17 conclusions and legal contentions, all of which may lead to substantial additions to, changes in, and
18 variations from the contentions herein set forth.

19 The following responses are given without prejudice to responding party's right to produce
20 evidence of any subsequently discovery fact or facts which this responding party may later recall.
21 Responding party accordingly reserves the right to change any and all answers herein as additional
22 facts are ascertained, analyses are made, legal research is completed, and contentions are made. The
23 responses contained herein are made in a good faith effort to supply as much factual information and
24 as much specification of legal contentions as are presently known, but should in no way be to the
25 prejudice of this responding party in relation to further discovery, research, or analysis.

26 Responding Party incorporates his initial responses to these Form Interrogatories. In
27 addition, Responding Party adds the following:
28

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

2

3

4

5

6

7
8

9

0
1
2
3

5
6
7
8

9
20
21
22

23

24

25
26
27
28

1 Regarding Request No. 9, some users of ConnectU have requested that ConnectU invite their
2 friends who are users of Facebook's website to join ConnectU. ConnectU has sent emails to some of
3 the email addresses obtained from Facebook to invite Facebook users to join ConnectU. Persons
4 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler
5 Winklevoss, and Winston Williams. Documents concerning these invitations were identified in
6 ConnectU's second amended response to Plaintiff's first set of Requests for Production.

7 Regarding Request No. 10, while Responding Party is unsure of what Plaintiff intended by
8 the word "data" in addition to some email addresses and profiles, ConnectU did download from
9 Plaintiff's website publicly available course which Responding Party is informed and believed was
10 initially located on University Registrar websites. Persons knowledgeable regarding the response to
11 this Interrogatory include Cameron Winklevoss and Tyler Winklevoss.

12 Regarding Request No. 11, ConnectU did not track and does not know whether an invitation
13 it sent to a Facebook user resulted in this user's decision to join connectu.com. Persons
14 knowledgeable regarding the response to this Interrogatory include Cameron Winklevoss, Tyler
15 Winklevoss, and Winston Williams. ConnectU is not aware of any documents regarding this
16 response.

17 Regarding Request No. 12, ConnectU retained Pacific Northwest Software for the purpose of
18 developing and furthering the ConnectU website. Pacific Northwest Software worked with some
19 email addresses that ConnectU obtained from Plaintiff's website. Persons knowledgeable regarding
20 the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss, and Winston
21 Williams. Documents concerning ConnectU's access were identified in ConnectU's second
22 amended response to Plaintiff's first set of Requests for Production.

23 Regarding Request No. 13, ConnectU retained Winston Williams of Pacific Northwest
24 Software for the purpose of developing and furthering the ConnectU website. Winston Williams of
25 Pacific Northwest Software worked with some email addresses that ConnectU obtained from
26 Plaintiff's website. Persons knowledgeable regarding the response to this Interrogatory may include
27 Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. Documents concerning
28 ConnectU's access were identified in ConnectU's second amended response to Plaintiff's first set of
Requests for Production.

 Regarding Request No. 16, Responding Party does not recall if Plaintiff's website included
"Terms of Use". Persons knowledgeable regarding the response to this Interrogatory may include
Cameron Winklevoss and Tyler Winklevoss. ConnectU is not aware of any documents regarding
this response.

 Regarding Request No. 17, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not
aware of any documents regarding this response.

 Regarding Request No. 18, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
terms of use. Persons knowledgeable regarding the response to this Interrogatory may include
Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not aware of any documents regarding
this response.

 Regarding Request No. 19, Responding Party does not recall if Plaintiff's website included
"Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU is not
aware of any documents regarding this response.

1 Regarding Request No. 20, Responding Party does not recall if Plaintiff's website included
2 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
3 to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU is not
4 aware of any documents regarding this response.

5 Regarding Request No. 21, Responding Party does not recall if Plaintiff's website included
6 "Terms of Use", or if it did, what those terms were. Persons knowledgeable regarding the response
7 to this Interrogatory may include Cameron Winklevoss, and Tyler Winklevoss. ConnectU is not
8 aware of any documents regarding this response.

9 Regarding Request No. 22, ConnectU does not currently use a data import program called
10 "Social Butterfly". Persons knowledgeable regarding the response to this Interrogatory may include
11 Cameron Winklevoss, Tyler Winklevoss, and Winston Williams. ConnectU is not aware of any
12 documents regarding this response.

13 Regarding Request No. 23, Responding Party is not aware of any member of a social
14 networking site who "switched" to ConnectU. Some ConnectU members requested that ConnectU
15 access Plaintiff's website for the purposes of inviting their friends to join ConnectU. Under these
16 circumstances, the Social Butterfly software facilitated this process. Persons knowledgeable
17 regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler Winklevoss,
18 and Winston Williams. ConnectU is not aware of any documents regarding this response.

19 Regarding Request No. 24, Responding Party did not obtain email accounts from Plaintiff's
20 website. On certain occasions, ConnectU downloaded email addresses that were available on this
21 site. Regarding some of these email addresses, see the response immediately above. Persons
22 knowledgeable regarding the response to this Interrogatory may include Cameron Winklevoss, Tyler
23 Winklevoss, and Winston Williams.

24 Regarding Request No. 25 Responding Party does not recall if Plaintiff's website included
25 "Terms of Use", or if it did, what those terms were. ConnectU never agreed to be bound by any
26 terms of use. ConnectU never obtained "email accounts". Persons knowledgeable regarding the
27 response to this Interrogatory may include Cameron Winklevoss and Tyler Winklevoss. ConnectU
28 is not aware of any documents regarding this response.

18 **Response to 50.3**

19 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
20 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
21 extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any
22 agreement or the terms of such agreement. Responding Party is informed and believes that a
23 contract cannot be enforced against an individual or entity who did not agree to the terms of the
24 contract and/or did not receive adequate consideration. Responding Party was not subject to the
25 provisions alleged in Plaintiff's complaint.

23 **Response to 50.4**

24 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
25 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff.
26 Responding Party is not aware of any agreement, release, accord and satisfaction or novation as it or
27 they concern Responding Party or Plaintiff.
28

1 **Response to 50.5**

2 Plaintiff has cited 3 paragraphs of what it contends to be part of its "Terms of Use" in its
3 complaint. Responding Party is not a party to any agreement or contract involving Plaintiff. To the
4 extent Plaintiff is claiming a breach of contract, Responding Party has no knowledge of any
5 agreement or the terms of such agreement. Responding Party is informed and believes that a
contract cannot be enforced against an individual or entity who did not agree to the terms of the
contract and/or did not receive adequate consideration. Responding Party therefore contends that the
provisions cited in Plaintiff's complaint are not enforceable.

6 **Response to 50.6**

7 Plaintiff has not cited in its complaint the entire document it purportedly contends to be an
8 agreement. ConnectU does not have any document that would support Plaintiff's apparent
9 contention that ConnectU or Responding Party is a party to an agreement with Plaintiff. Therefore,
Responding Party cannot respond as to whether this alleged agreement contains ambiguous terms.


1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

VERIFICATION

DIVYA NARENDRA, under penalty of perjury under the laws of the State of California,
states as follows:

1. That he is one of the defendants in the above-entitled action;
2. That he has read the foregoing AMENDED RESPONSE OF DEFENDANT DIVYA NARENDRA TO FORM INTERROGATORIES and knows the contents thereof, and that the same is true of his own knowledge, save and except as to the matters which are therein stated on his information or belief, and as to those matters, he believes it to be true.

Executed on the 3 / day of March, 2006.


Divya Narendra

1 Scott R. Mosko (State Bar No. 106070)
2 FINNEGAN, HENDERSON, FARABOW,
3 GARRETT & DUNNER, L.L.P.
4 Stanford Research Park
5 3300 Hillview Avenue
6 Palo Alto, California 94304
7 Telephone: (650) 849-6600
8 Facsimile: (650) 849-6666

6 Attorneys for Defendants
7 Cameron Winklevoss, Tyler
8 Winklevoss, Howard Winklevoss,
9 and Divya Narendra

10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 COUNTY OF SANTA CLARA

12
13 THE FACEBOOK, INC.

14 Plaintiff,

15 v.

16 CONNECTU LLC, CAMERON WINKLEVOSS,
17 TYLER WINKLEVOSS, HOWARD
18 WINKLEVOSS, DIVYA NARENDRA, AND
19 DOES 1-25,

20 Defendants.

CASE NO. 105 CV 047381

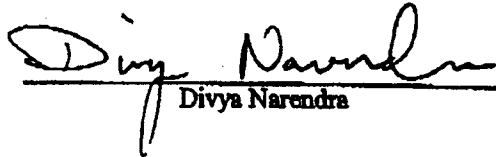
**DEFENDANT DIVYA NARENDRA'S
DECLARATION**

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I, DIVYA NARENDRA, declare

I have made a diligent search and reasonable inquiry for the purpose of locating documents responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents. All responsive documents in my possession were produced. I am informed and believe the persons or entities who may have possession of documents that are responsive to Plaintiff The FaceBook Inc.'s First Set of Requests for Production of Documents are Cameron Winklevoss, Tyler Winklevoss, Pacific Northwest Software, whose address I am informed and believe is 1514 223rd Place N.E. Sammamish, WA 98074, and/or my attorney. I am not aware of anyone else who would be in possession, custody or control of these documents.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct and that this declaration was executed on the 31 day of March, 2006.


Divya Narendra